



Attorney's Docket No.: 12932-003001

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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Applicant : Ernest G. Hope et al.

Art Unit : 1644

Serial No. : 09/382,088

Examiner : DeCloux

Filed : August 24, 1999

TECH CENTER 1600/2900

Title : COMPOSITIONS AND METHODS FOR PROTECTING ORGANS, TISSUE  
AND CELLS FROM IMMUNE SYSTEM-MEDIATED DAMAGE

Commissioner for Patents  
Washington, D.C. 20231

REVOCATION AND NEW POWER OF ATTORNEY

Under 37 CFR §3.73(b), The Board of Trustees of the Leland Stanford University, a corporation of the State of California, certifies that it is the assignee of 100% of the right, title and interest in the patent application identified above by virtue of:

An assignment from the inventors of the patent application identified above, a copy of which is attached. The assignment was recorded in the Patent and Trademark Office.

The undersigned has reviewed all the documents in the chain of title of the patent application identified above and, to the best of undersigned's knowledge and belief, title is in the assignee identified above.

The undersigned, whose title is supplied below, is empowered to act on behalf of the assignee.

The undersigned, acting on behalf of the assignee, hereby revokes all powers of attorney previously granted in the application and appoints:

Anita L. Meiklejohn, Ph.D.  
Reg. No. 35,283  
FISH & RICHARDSON P.C.  
225 Franklin Street  
Boston, MA 02110-2804

CERTIFICATE OF MAILING BY FIRST CLASS MAIL

I hereby certify under 37 CFR §1.8(a) that this correspondence is being deposited with the United States Postal Service as first class mail with sufficient postage on the date indicated below and is addressed to the Commissioner for Patents, Washington, D.C. 20231.

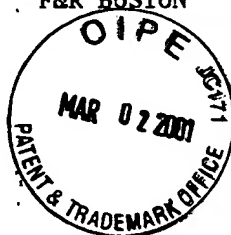
February 28, 2001  
Date of Deposit

Carrie A. Amonte  
Signature

Carrie A. Amonte  
Typed or Printed Name of Person Signing Certificate

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Page : 2



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with full power of substitution and revocation, to prosecute the application and to transact all business in the United States Patent and Trademark Office connected therewith.

All correspondence regarding the application should be sent to ANITA L.

MEIKLEJOHN, PH.D. at:

FISH & RICHARDSON P.C.  
225 Franklin Street  
Boston, MA 02110-2804

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patents issued thereon.

Respectfully submitted,

Date: Feb. 27, 2001

KATHARINE KU  
Director, Technology Licensing

Fish & Richardson P.C.  
225 Franklin Street  
Boston, MA 02110-2804  
Telephone: (617) 542-5070  
Facsimile: (617) 542-8906

PATENTS ONLY

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

- (1) Ernest G. Hope  
(2) Robert Negrin

Additional name(s) of conveying party(ies) attached?

[X] No

3. Nature of Conveyance:

- [X] Assignment [ ] Merger  
[ ] Security Agreement [ ] Change of Name

Execution Date: 11/04/99 and 10/06/99

2. Name and address of receiving party(ies):

Internal Address:

The Board of Trustees of the Leland Stanford  
Junior University

Street Address:

900 Welch Road, Suite 350

City: Palo Alto

State: CA

Zip: 94304

Additional name(s) & address(es) attached?

[ ] Yes [X] No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s):

09/382,088

B. Patent No.(s)

Additional numbers attached? [ ] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Richard F. Trecartin

Internal Address: FLEHR HOHBACH TEST  
ALBRITTON & HERBERT LLP

Street Address:

Four Embarcadero Center, Suite 3400

City: San Francisco

State: CA

Zip: 94111-4187

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41):.....\$ 40.00

[ ] Enclosed

[X] Authorized to be charged to deposit account

8. Deposit account number: 06-1300

Please debit any underpayment or credit any overpayment to the above deposit account.

Our Order No. A-67031-1/RFT

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Richard F. Trecartin  
Name of Person Signing

  
Signature

November 10, 1999  
Date

Total number of pages including cover sheet, attachments and document: [ 7 ]

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Mail documents to be recorded with required cover sheet information to:

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File No. A-63031-1/RFT

Rev. 8/93 1001758

## ASSIGNMENT

(NOT ACCOMPANYING APPLICATION)

WHEREAS, the undersigned,

(1) Ernest G. Hope, (2) Robert Negrin

(hereinafter termed "Inventors"), residents of

(1) Durham (2) Palo Alto

respectively, Counties of

(1) Durham, (2) Santa Clara,

respectively, States of

(1) North Carolina, (2) California,

respectively, have invented certain new and useful improvements in COMPOSITIONS AND METHODS FOR PROTECTING ORGANS. TISSUE AND CELLS FROM IMMUNE SYSTEM-MEDIATED DAMAGE

and have executed an application for a United States patent disclosing and identifying the invention on even date herewith; and having Serial No. 09/382,088 and filing date of August 24, 1999; and

WHEREAS, The Board of Trustees of the Leland Stanford Junior University a corporation of the State of California, having a place of business at 900 Welch Road, Suite 350, Palo Alto, State of California, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt

production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said Assignee as follows:

Date: November 4, 1999

County of Durham

State of North Carolina

(1) Ernest G. Hope  
Ernest G. Hope

),  
) ss.  
)

On this 4 day of November, in the year 1999, before me, Jina S. Moore, Notary Public of the State of North Carolina, personally appeared (1) Ernest G. Hope personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Jina S. Moore

(Seal)

(2) \_\_\_\_\_  
Robert Negrin

County of \_\_\_\_\_,)
  
 ) ss.
  
 State of \_\_\_\_\_.)

**WITNESS** my hand and official seal.

(Seal)

## ASSIGNMENT

(NOT ACCOMPANYING APPLICATION)

WHEREAS, the undersigned,

(1) Ernest G. Hope, (2) Robert Negrin

(hereinafter termed "Inventors"), residents of

(1) Durham (2) Palo Alto

respectively, Counties of

(1) Durham, (2) Santa Clara,

respectively, States of

(1) North Carolina, (2) California,

respectively, have invented certain new and useful improvements in COMPOSITIONS AND METHODS FOR PROTECTING ORGANS. TISSUE AND CELLS FROM IMMUNE SYSTEM-MEDIATED DAMAGE

and have executed an application for a United States patent disclosing and identifying the invention on even date herewith; and having Serial No. 09/382,088 and filing date of August 24, 1999; and

WHEREAS, The Board of Trustees of the Leland Stanford Junior University a corporation of the State of California, having a place of business at 900 Welch Road, Suite 350, Palo Alto, State of California, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt

production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said Assignee as follows:

Date: \_\_\_\_\_ (1) \_\_\_\_\_  
County of \_\_\_\_\_, )  
State of \_\_\_\_\_, ) ss.  
\_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_, before me, \_\_\_\_\_, Notary Public of the State of \_\_\_\_\_, personally appeared (1) Ernest G. Hope personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)



Date: 10/2/99

(2)

Robert Negrin

County of Santa Clara

State of California

.)  
) ss.  
)

On this 6th day of October, in the year 1999, before me, Kathleen Tirado Chew, Notary Public of the State of California, personally appeared (1) Robert Negrin ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he/~~she~~ executed the same in his/~~her~~ authorized capacity(~~ies~~), and that by his/~~her~~ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Kathleen Tirado Chew

(Seal)

